BENGALURU SOLID WASTE MANAGEMENT LIMITED

TENDER DOCUMENT KW-4

(WORKS CONTRACT MORE THAN Rs.100.00 LAKHS)

REQUEST FOR PROPOSAL FOR APPOINTMENT OF **AGENCY**

FOR

"Treatment and disposal of legacy leachate accumulated in Mittaganahalli & Kannur Landfill sites".

REQUEST FOR PROPOSAL

Office of the Deputy General Manager -2
BENGALURU SOLID WASTE MANAGEMENT LIMITED
No. 30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru- 560 052.

INVITATION FOR SHORT TERM TENDER (IFT)
(Only through GOK KPP Portal Only)

1. The Deputy General Manager-2, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites bids from eligible bidders for the **PREQUALIFICATION FOR THE WORK OF** detailed in the table below.

2. The Bidders may submit tenders for the work given in the table through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in). The Bidders are advised to note the minimum qualification criteria specified in PITA (Particular Instructions to Applicant) to qualify for award of the contract.

3. Any Bidder blacklisted/ barred by Bengaluru Solid Waste Management Company Limited ("BSWML") / any other entity of Government of Karnataka or by any State Government or Central Government / department / Urban local body in India from participating in bidding process individually as on the Bid Due Date and if such bar subsists, such Bidder/s shall not be eligible to participate in this RFP.

4. RFP documents may be downloaded from Government of Karnataka Procurement website https://kppp.karnataka.gov.in

   Other details can be seen in the tender documents.

Sl. No	Name of the Work	Approximate Estimated Amount put to Tender (Rs. in crores)	EMD (in Rupees)	Stipulated Period of Service Contract
1	**"Treatment and disposal of legacy leachate accumulated in Mittaganahalli & Kannur Landfill sites".**	Project cost-Rs.474.89 Crore (Rs.118.714 Cr for each year to process the accumulated legacy leachate)	Rs.1,00,000/- through e-payment under the following i.e., online / RTGS / NEFT / OTC and the balance Rs.4.73 crores by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank	The Plant shall be established within 9 months from the date of getting the CFE from KSPCB and 4 years for O&M service contract after obtaining the COD or treatment and disposal of legacy leachate accumulated in landfill site whichever is earliest.

Bidders are invited to submit their Bids on or before the time and date through Karnataka Public Procurement Portal. The Bids submitted after this time and date or at any other office will not be

considered under any circumstances; unless notified by the Authority with full information of the altered time, date and the office for submission. Bid document shall be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in)

SCHEDULE OF BID PROCESS

S No.	Event Description	Particulars
1.	RFP document shall be downloaded from	https://kppp.karnataka.gov.in
2.	Last Date for submission of Bids in KPP Portal	02.08.2025,16:00 hrs. (IST)
3.	Date & Time for opening of Bid	04.08.2025,16:30 hrs. (IST)
4.	Contact Person	Deputy General Manager -2, Bengaluru Solid Waste Management Ltd, 1st Floor, BBMP Building, Thimmaiah Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru- 560 052. Email : bswmlee4@gmail.com

Note:

1. Any reputed firms / Agency/ Manufacturers/ Suppliers/ Companies/Company registered under Companies Act 1956/2013 are eligible to apply. If there is Joint Venture, not more than three agencies / firm shall be allowed.
2. The Bengaluru Solid Waste Management Limited reserves the right to accept / reject any or all the Tenders without assigning any reasons.
3. The Tender shall remain valid for 180 days from the last date of Submission of the tender.
4. The intending Service Providers are requested to note that they should abide by the detailed instructions and conditions contained in the Standard Tender documents.
5. GST shall be paid to the tendered amount separately to the successful bidder, if applicable.

6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. All the required information required for bids must be filled and submit online.
8. For details, registration and e-payment visit GOK KPP portal website https://kppp.karnataka.gov.in or contact e-procurement helpdesk.
9. Further details with respect to this tender can be obtained from the office of the undersigned on all working days between 11.00 A.M. & 5.00 P.M.
10. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any tender updates, the Employer shall not be liable for any information not received by the bidders. It is the bidder's responsibility to verify the KPP portal for the latest information related to the bids, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The bidders are required to ensure browser capability of the computer well in advance to the last date and time for receipt of the bids. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
11. If Bidder submits the irrelevant documents other than the documents required for technical qualification, such bidder is liable to be disqualified in Technical Bid evaluation stage itself.
12. Corrigendum/modification/corrections/addendum if any, will be published through the KPP portal website only.

Sd/-

Deputy General Manager -2
Bengaluru Solid Waste Management Limited

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director BSWML/Chief Commissioner, BSWML for kind information.
3. Chief Executive Officer (BSWML)/Special Commissioner, BSWML for kind information.
4. Chief Operational Officer (BSWML), for kind information.
5. Chief Financial officer (BSWML)/CAO, BSWML for kind information.
6. Company Secretary, BSWML for kind necessary action.
7. Office Copy.

LETTER OF INVITATION

To

Municipal Solid waste generates Leachate and varies widely in parameters depending on the age and composition of waste. It usually contains both dissolved and suspended material. Once in contact with decomposing solid waste, the percolating water becomes contaminated, and it then flows out of the waste material and it is termed leachate. Additional leachate volume is produced during this decomposition of carbonaceous material producing a wide range of other materials including methane, carbon dioxide and a complex mixture of organic acids, aldehydes, alcohols and other compounds.

The Mittaganahalli/ Kannur Landfill site has been a dumpsite with overflowing leachate. The Leachate generated from Legacy MSW dump, **"legacy leachate"**, has been a pollution hazard in the area and spread across several artificial ponds and Natural Lakes.

The Selected Bidder is responsible for treating the leachate for safe disposal to the acceptable standards as prescribed by CPCB/KSPCB around Mittaganahalli/ Kannur Landfill site. In this regard, the Service Bidder has to comply with the environmental and all other regulatory norms that are in vogue from time to time during the entire Contract Period.

The selection shall be based on Least Cost Selection (LCS) basis. Financial offers (the "Bids") of only those Bidders who secure a technical score of at least 75 marks in Technical Bid shall be opened.

BSWML reserves the right to cancel, terminate, change, or modify this procurement process and /or requirements of Bid stated in the RFP, without assigning any reasons and without accepting any liability for the same.

You are therefore requested to participate, accordingly, in the Bidding process and submit your Technical and Financial proposals along with all the relevant documents in accordance with this RFP document as per schedule of Bid process.

For **Bengaluru Solid Waste Management Ltd.**

Deputy General Manager -2,
BSWML.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bengaluru Solid Waste Management Ltd (herein after referred to as "BSWML" or the "Authority") or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees or advisers to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Invitation for Proposals

1. INTRODUCTION

1.1. BACKGROUND

1.1.1 BBMP is largely dependent upon landfill sites for waste disposal due to large gap in the generation of solid waste against the capacity of processing of Solid Waste. Since 2016 the land fill activities is being carried out scientifically in the areas surrounding Bellahallil (viz Bellahalli, Mittaganahalli, Bagalur, Baiyappanhalli and Kannur landfill quarry pits.) The Leachate is the one of the major issue associated with the Solid Waste Management. It is one of the prime problem that needs to be addressed in landfill sites.

1.1.2 BBMP has established to leachate treatment plant of 50 KLD and 100 KLD capacity at Bellahalli that works on Boom Barrier Technology and PTRO Technology respectively. One 50 KLD capacity LTP is also been established at BBMP owned Chikkanagamangala Processing Plant and one plant at private owned M/s. MSGP wet waste processing plant. The leachate from the processing plants is shifted to near by ETP Plants. And the leachate at landfill is stored in the collection ponds for in-situ treatment. There is a huge quantity of leachate generated in these quarry pits over a period of time from 2016 and there is a huge gap between the processing capacity of leachate treatment plant and the available leachate quantity to be processed.

1.1.3 BBMP and private agencies has conducted some surveys to assess the existing quantity of leachate. One such report prepared by M/s. JMS Biotech Pvt. Ltd. indicated that about 3000.00 million litres (ML) is estimated accumulated in the quarry pits.

1.1.4 BSWML needs to take Swift action to establish the treatment process of the leachate accumulated in the landfill sites. The collection ponds are almost filled and hence there is a possibility of leachate entering the nearby lake which might affect the lake and aquatic animals.

1.1.5 The existing proven technology for leachate treatments established by BSWML for landfill leachate has considered for the purpose of landfill legacy leachate treatment on a larger scale with suitable modification to meet the technologies as per KSPCB Norms.

1.1.6 BSWML is now desirous of exploring various options for comprehensive disposal of legacy leachate from the ponds with a view to meet environment regulations and to improve public health. Accordingly, BSWML has called Request for Proposals to establish and operate & maintain the Legacy Leachate Treatment and Disposal at Mittaganahalli /Kannur by engaging a private entity on Build, Operate and Own (BOO) basis, which shall be financed by the Concessionaire who shall recover its investment and costs through payments to be made by the Authority during the operation period, in accordance with the terms and conditions to be set forth in a Concession Agreement to be entered into.

1.1.7 The objective of the Project is time bound treatment and disposal of legacy leachate to the standards acceptable for safe and scientific disposal of treated leachates.

1.1.8 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or its substitute thereof or undertakes to incorporate as such prior to execution of the concession agreement (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, construction, Treatment and Disposal of the Project under and in accordance with the provisions of the concession agreement (the

"Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.9 For avoidance of doubt, it is clarified that the indicative quantity of Leachate provided in this RFP is for reference only. The assessment of actual quantity and quality of Leachate shall be made by the Bidders based on their own to choose appropriate technology and required capacity of plant/ equipment at various stages of treatment with optimum Project Cost.

1.1.10 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

1.1.11 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.12 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "Bid Due Date").

1.2. PROJECT DETAILS

1.2.1. CONCESSION PERIOD:

Subject to the provisions of the Concession Agreement, the Concession Period for the Project is 4 years from the date of agreement OR till process the entire leachate within the jurisdiction whichever is earliest which includes:

a. **Treatment and Disposal Period (T&D period): Four (4) years OR till process the entire leachate within the jurisdiction whichever is earliest.**

1.2.2. SCOPE OF THE PROJECT:

Subject to the provisions of the Concession Agreement, the Concessionaire shall perform the project in accordance with the Scope of work mentioned at Article 2 of the draft Concession Agreement provided with this document.

1.2.3. PROJECT DEVELOPMENT OPTION:

The Concessionaire has the right to develop the Project using approved technology as per the standards specified by KSPCB/CPCB/MOHUA/CPHEEO or any other statutory body and bidders have their choice for implementation of the Project in accordance with the provisions of the Concession Agreement and Applicable Laws. The Concessionaire shall have the right to modify, adapt, upgrade, or change the

technology, from time to time, based on requirements and actual operations of the processing facility for meeting the Key Performance Indicators (KPIs) and other requirements as per the provisions of the Concession Agreement.

Leachate generated from municipal dump sites are highly toxic and contain very high doses of contaminants. Detailed analysis of the accumulated leachate is required to be conducted by the bidder for selection of appropriate technology.

Based on the analysis, the bidder shall propose the proven treatment method in his bid. To this effect, we have conducted the sample from the existing leachate pits as per the KSPCB norm and a sample test report is attached for the ready reference of the bidders. However, intending bidders are free to establish the leachate parameters and submit their bid in accordance with the leachate parameters.

1.3. BRIEF DESCRIPTION OF BIDDING PROCESS

1.3.1. The Authority has adopted two stage bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The Bidder will be selected under Least Cost Selection (LCS) method as described in this RFP. The expression "Bidder" shall, unless repugnant to the context, include the members of the Joint Venture. The expression "Bidder" shall be referred to the applicant who is participating in this bid and "Concessionaire" refers to the successful bidder who will be awarded the contract for the purpose of this Project.

1.3.2. Interested Bidders (the "Bidders") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.4, for submission of Bids, the Bid Due Date.

1.3.3. The Bidding Documents include the RFP, the draft Concession Agreement for the Project, and any other document issued by the Authority in relation to this Project. The aforesaid documents and any addenda issued subsequent this RFP will be deemed to form part of the Bidding Documents.

1.3.4. The Bidder shall deposit a bid security (the "Bid Security") in accordance with the provisions of this RFP.

1.3.5. Bidders are advised to examine the Project in greater detail, including development and operation of the Project and to carry out, at their cost, proper assessment of the Project with due diligence including such studies as may be required for submitting their respective Bids. The Bidders should have their marketing strategy in place to realize optimum revenues, if any from the Project.

1.3.6. Bids would be evaluated on the basis of the lowest Bid Price (the "Bid Price") quoted by the Bidders. In this RFP, the term "Lowest Bidder" shall mean the Bidder who's Bid Price is the lowest.

1.3.7. The Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. If none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.4. SCHEDULE OF BIDDING PROCESS

The Authority shall endeavor to adhere to the schedule provided in Schedule of Bid Process sheet of this RFP document:

2. INSTRUCTIONS TO BIDDERS:

2.1. GENERAL TERMS OF BIDDING

2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another Bid either individually or as a member of any Joint Venture, as the case may be.

2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.3. The Bid should be furnished in the formats as specified in the Appendices. The Bidders should ensure that all the information required to be provided by them under this RFP is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.

2.1.4. **Bid Processing fee:** The Bidder shall also pay to the Authority the Bid process fee as stipulated in the KPP portal.

2.1.5. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.6. In case the Bidder is a Joint Venture, the Bidder should submit a Power of Attorney as per the format at Appendix– VI or VII (as applicable) authorizing the signatory of the Bid to commit the Bidder.

2.1.7. In case the Bidder is a Joint Venture, the members thereof should furnish a Power of Attorney in favour of any member, which member shall thereafter be identified as the Lead Member, in the format at Appendix-VII. In case the Bidder is a Joint Venture, Joint Bidding Agreement in the format at Appendix- VIII shall be submitted by the Bidder.

2.1.8. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.10. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11. This RFP is not transferable.

2.1.12. Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.1.13. Where the Bidder is a JV/ single entity it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. The JV/ single entity shall, in addition to forming an SPV, comply with the following additional requirements:

a. number of members in a Joint Venture shall not be more than 3 (three) and none of the members in a Joint Venture should be under any sort of ineligibility under the Bid Documents;

b. the Bid should contain the information required for each member of the Joint Venture;

c. members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). The nomination shall be supported by a Power of Attorney, as per the format at Appendix-VII, signed by the members of the Joint Venture;

d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and T&D obligations;

e. an individual Bidder cannot at the same time be a member of Joint Venture bidding for the RFP. Further, a member of a Bidder Joint Venture cannot be member of any other Bidder Joint Venture participating in this bid;

f. members of the Joint Venture shall enter into a Joint Bidding Agreement, substantially in the form specified at Appendix-VIII (the "Joint Bidding Agreement"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted shall, inter alia:

i. convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Joint Venture;

ii. clearly outline the proposed roles and responsibilities, if any, of each member;

iii. include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the completion of project development in accordance with the Concession Agreement; and

g. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.1.14. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid either individually or as a member of

a Joint Venture.

2.1.15. A Bidder including any Joint Venture Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Joint Venture Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, JV/Joint Venture Member or Associate. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.16. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

2.2. ELIGIBILITY AND TECHNICAL QUALIFICATIONS:

2.2.1. MINIMUM ELIGIBILITY CRITERIA: Deleted

TECHNICAL QUALIFICATIONS: Deleted

2.2.2. For determining the eligibility of Bidder, the following shall apply: Deleted

2.3. CHANGE IN JOINT VENTURE

The Authority restricts a change in control of a Joint Venture; the Bidder is not allowed to change the composition of the Joint Venture during the Bidding Process and after signing of the Agreement. In the event of change in Joint Venture, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. SITE VISIT AND VERIFICATION OF INFORMATION

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining themselves the conditions at the Project site(s), surroundings, availability of power, water & other utilities for construction, access to site(s), handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. No financial claims for such visits and for collection of information shall be reimbursable.

2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

a. made a complete and careful examination of the bidding documents;

b. received all relevant information requested from the authority;

c. accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause 2.5.1above;

d. satisfied itself about all matters, things and information including matters referred to in clause 2.5.1 hereinabove necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations there under;

e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the authority, or a ground for termination of the Concession Agreement by the Concessionaire;

f. acknowledged that it does not have a conflict of interest; and

g. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6. VERIFICATION AND DISQUALIFICATION

2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall neither relieve the Bidder of its obligations or liabilities nor will it affect any rights of the Authority there under.

2.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a. at any time, a material misrepresentation is made or uncovered, or

b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

2.6.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Authority reserves the right to:

i. Invite the second, third and so on ranked Bidders to submit their Bids in accordance with Clause 3.6.1; or

ii. Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Incomplete tenders or tenders not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason**.**

2.7. CONTENTS OF THE RFP:

2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Miscellaneous

Appendices

I. Letter comprising Bid along with Details of Bidder in Appendix I-Annex I.
II. Details of Eligible Projects
III. Technical Bid
IV. Financial Bid
V. Bank Guarantee for Bid Security
VI. Power of Attorney for signing of Bid
VII. Power of Attorney for Lead Member of Joint Venture
VIII. Format for Joint Bidding Agreement for Joint Venture
IX. Anti-Collusion Certificate

2.7.2. The draft Concession Agreement along with the Schedules provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8. CLARIFICATIONS

2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing and by e-mail at bswmlee4@gmail.com They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.4. The

Authority shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be uploaded in the KPP Portal. The Authority will upload all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the Bidder to send the complete Bids by the deadline indicated above.

2.8.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. AMENDMENT OF RFP

2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by issuing an addendum/ corrigendum before Proposal Due Date. Any addendum/ corrigendum thus issued shall be part of this Bid Document and shall only be hosted on the KPP Portal.

2.9.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date and such extended date shall be notified by hosting on the official website(s).

2.10. PREPARATION AND SUBMISSION OF BIDS - FORMAT AND SIGNING OF BID

2.10.1. Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2. All the pages of Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bids with erasing / overwriting/ striking off without authentication will be liable for rejection.

2.11. PREPARATION AND SUBMISSION OF BIDS - SEALING AND MARKING OF BIDS

2.11.1. The Bid shall comprise three envelopes submitted online simultaneously, one containing the requisite EMD as per ITB clause-20 and second containing Technical Proposal and the third Price bid (Online only), The bidder pay the EMD through e-payment under any one of the four options, through Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the confirmation receipt shall be submitted along with the tender. And, copy of technical documents. Price Bid/ financial offer should be submitted

online, in case of manual submission of Price Bid, it will be rejected.

2.11.2. Technical Proposals will be opened online the specified address, date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.

2.11.3. Price Proposals of technically qualified Bidders will be opened online as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

2.11.4. The Technical Proposal shall contain the following: Deleted

2.11.5. The Price Proposal shall contain the following:
Price Proposal Submission Sheet filled online only.

2.11.6. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12. BID DUE DATE

2.12.1. Bids shall be submitted on or before the date and time as stipulated in Schedule of Bid Process and the successful bidder shall necessarily be submitted the hard copy of the uploaded documents in original before signing the Agreement.

2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13. LATE BIDS

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14. MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF BIDS

On the online portal bidders are allowed to withdraw, substitute, or modify its Bid before the final submission time. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

2.15. REJECTION OF BIDS

2.15.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16. VALIDITY OF BIDS

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days

from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18. COMMUNICATION AND CLARIFICATIONS:

a) All communications and clarifications, including the submission of Proposal should be addressed to:

Deputy General Manager -2

BENGALURU SOLID WASTE MANAGEMENT LIMITED

No. 30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru- 560 052

b) Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid. All communications, including the envelopes, should be marked at the top in bold letters: **DGM-2/BSWML/LTP/TEND/XXX/2024-25 Dated: XX.1XX.2025**

c) Any Bidder requiring any clarification may notify to the BSWML in writing to the above mentioned address. Bidders should send in their written queries latest by the Last Date for Receiving Queries as given in the Schedule of Bidding Process. BSWML will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of Bids.

d) To facilitate evaluation of Proposal, BSWML may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the Bid Document, BSWML reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal and also reserves the right not to res pond to any correspondence received from the Bidder after the Proposal Due Date.

2.19. BID SECURITY

2.19.1. The Bidder shall furnish as part of its Bid, a Bid Security / Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only Rs. 1.00 Lakh (Rupees One Lakh only) shall be paid in the KPP portal using any of the following modes and the Balance Amount shall be in the form

of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favor of "The Deputy General Manager -2, BSWML" in the format at Appendix–V (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Real Time Gross Settlement (RTGS).
- Over the counter (OTC) Challan.

2.19.2. Save and except as provided in Clause 1.3.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 120 (one twenty) from the Bid due date.

2.19.3. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.19.4. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.5. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

a. a Bidder submits a non-responsive Bid;

b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d. the Selected Bidder fails within the specified time limit –
   i. to sign and return the duplicate copy of LOA; or
   ii. to sign the Concession Agreement; or
   iii. to furnish the Performance Security within the period prescribed there in the Concession Agreement.

e. The Selected Bidder, having signed the Concession Agreement, commits any breach

thereof prior to furnishing the Performance Security.

1. EVALUATION OF BIDS

1.1. OPENING AND EVALUATION OF BIDS

1.1.1. The Authority shall open the technical proposal online as per schedule Date & Time as stipulated in Schedule of Bid Process, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

a. Authorized representatives of the participating firms are requested to be present during Bid opening.

b. The details of the authorized representatives (who choose to attend) present will be recorded.

c. Name of the firms that submitted the Bids will be read aloud in the presence of firm's representatives present, if any and will be recorded.

1.1.2. In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date. If any of the Bidders or all Bidders who submitted the bids are not present during the specified date and time of opening it will be deemed that such Bidder(s) is/ are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of technical Bid in their absence.

1.1.3. The Technical Evaluation Committee constituted by the Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

1.1.4. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

1.2. TESTS OF RESPONSIVENESS

1.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

a. It is received as per the formats at Appendix–I to Appendix-III;

b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;

c. accompanied by the Bid Security as specified in Clause 2.1.5 & 2.1.4;

d. It is accompanied by the Power of Attorney as specified in Clause 2.1.6;

e. It is accompanied by the Power of Attorney for Lead Member of the Joint Venture and the Joint Bidding Agreement, as the case may be, and as specified in Clause 2.1.7;

f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

g. It does not contain any condition ; and

h. It is not non-responsive in terms hereof.

1.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

1.3. EVALUATION OF BIDS: ELIGIBILITY

1.3.1. For the purpose of meeting eligibility, the Bidder shall have to demonstrate that it fulfils the financial criteria and the technical criteria stipulated under Clause 2.2.1 of the RFP.

1.3.2. The Bidder, not meeting either or both of the financial and technical criteria described under Clause 2.2.1 of the RFP, shall be disqualified from the Bidding Process, and its Bid Security shall be returned as per Clause 2.19.4, and its Financial Bids shall be returned to the Bidder unopened.

1.3.3. Only those Bidders whose Bids were declared responsive as per Clause 3.2, and who meet both financial and the technical criteria requirements as per the Clause 2.2.1 shall have their Technical Bids opened and evaluated as per Clause 3.4

3.4. EVALUATION OF TECHNICAL BID:

3.4.1. The nominated tender opening authority shall open the Technical Bids of those Bidders whose Bids were declared responsive in accordance with Clause 3.2 and who also meet both financial and technical criteria set out in Clause 2.2.1. The Bids which have been declared non- responsive or non-complaint with Clause 2.2.1 of the RFP shall be rejected.

3.4.2. The Technical Bids shall contain all the information in the format as described in Appendix III and the documents in support of the Bidders technical qualifications as set out in Clause 2.2.2 of the RFP. In this regard, all the Bidders whose Technical Bids does not provide the information, and/or the supporting documents as required shall be declared non- compliant and shall be disqualified from the Bidding Process and the Bid Security shall be returned as per Clause 2.19.4.

3.4.3. The Technical Evaluation Committee shall evaluate Technical Bids as per the evaluation criteria set out in Clause 2.2.2 and award marks accordingly.

3.4.4. Only those Bidders who score a minimum of 70 marks in the technical qualifications as set out in Clause 2.2.2 shall be shortlisted for opening of the Financial Bids.

3.4.5. Even though the bidders score qualification marks, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/ or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.4.6. The Tender Evaluation Committee will prepare the list of shortlisted Bidders and they will be intimated at the email addresses as provided to the Authority.

3.5. EVALUATION OF FINANCIAL BID

3.5.1. The Authority shall open the Financial Bids of those Bidders who have been shortlisted for further evaluation.

3.5.2. Financial Bids shall be opened in the presence of the Bidders' representatives on the date of financial bid opening. The lumpsum "Bid Price" quoted by the Bidder as per Appendix –IV (Financial Bid) will only be considered for the financial evaluation.

3.5.3. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Bidder with lowest "Bid Price" shall be the Lowest Bidder and shall be the Selected Bidder, subject to the other provisions of this RFP.

3.6. SELECTION OF BIDDER

3.6.1. Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.3 and 3.4 and whose "Bid Price" is the lowest, shall be declared as the selected Bidder (the "Selected Bidder"). In case the first ranked Bidder withdraws or fails to comply with the requirements specified in the RFP, as the case may be, the second, third and so on ranked Bidders shall be kept in reserve and may be invited for expressing their willingness, to execute the project with same Bid price, in that order.

3.6.2. In the event that, the "Bid Price" of two or more Bidders is the same (the "Tie Bids"), the Authority shall declare the selected Bidder as the Bidder who has scored highest marks among them in Technical Bid evaluation.

3.6.3. A Letter of Award (the "LOA") shall be issued to the selected Bidder, in duplicate, by the Authority and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be invited for negotiations.

3.6.4. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Concession Agreement within the period prescribed in LOA. The Agreement shall be executed in two copies in English language, each party receiving one original copy. The Selected Bidder shall not be entitled to

seek any deviation, modification or amendment in the Concession Agreement.

3.6.5. On signing of the Concession Agreement, the Concessionaire shall intimate the name of the principal person who will be acting for and on behalf of the Concessionaire in all its relations and communications with the Authority. If there is any change in the principal person, Concessionaire shall intimate such change to the Authority immediately.

3.7. CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

2. FRAUD AND CORRUPT PRACTICES

2.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

2.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

"Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for

avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.4 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
"Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

a. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

b. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

c. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3. MISCELLANEOUS

3.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Govt. of Karnataka and the Rules and Regulations in force and as amended from time to time; and the Courts in Bengaluru shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;

d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder;

and or

e. amend, modify or re-issue the Bidding Documents or any part thereof.

3.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

3.4. The Selected Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.

ANNEXURE- 1

1. **Indicative Details of Leachate quantities available at various Ponds**:

The assessment of the leachate has been assessed by carto sat study and the estimated quantity of leachate is about 2878.13 Million Liters as on date.

Project Site: A***djacent to*** Mittaganahalli/ Kannur landfill site of BSWML.

Google Map Coordinates: 13.1038568, 77.6511068

2. The bidder shall study, investigate and estimate on their own the total quantity to be treated during the T&D period by ascertaining (i) the existing quantity of Leachate present in the ponds/ tanks at the site (ii) additional quantity of Leachate that may add on due to infiltration from subsoil and old dump and storm water addition due to rainfall.

3. Bidder shall assess the design capacity on their own by estimating the quantities, duly considering the existing legacy leachate quantity and possible additional quantities that may add on due to infiltration and rains (duly considering various options for diversion of run-off water, to be planned by the Bidder) based on Geo- graphical and Meteorological conditions at the Project site. Bidder may also consider various options available to collect the leachate entering into the ponds from dump.

4. Bidder shall test the quantity and parameters of the leachate on their own for arriving at the design capacity and appropriate technology for treatment of legacy leachate in accordance with the conditions stipulated in the the draft Concession Agreement and other applicable norms.

5. The selected bidder shall prepare T&D plan to meet the KPIs stipulated in the Concession Agreement for total treatment and disposal of the Legacy Leachate submit the same to the Authority within (3) months from the Date of Agreement for approval.

As this project is aimed at containing the environment pollution to vacate the entire quantity of legacy leachate duly treating and disposing the same during 3 years of T&D period successful bidder shall plan and/ enhance the capacity of the plant(s) accordingly and initiate necessary measures for reclamation of land occupied by the artificial ponds.

DRAFT CONCESSION AGREEMENT

Volume II

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4.2 Removal and/or Replacement of Personnel
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4.4 Working Hours, Overtime, Leave, etc
4.5 Removal and/or Replacement of Personnel

5. Obligations of the Client

5.1 Assistance and Exemptions
5.2 Services and Facilities

6. Payments to the Bidder

6.1 Lump Sum Remuneration
6.2 Contract Price
6.3 Payment for Additional Services
6.4 Terms and Conditions of Payment
6.5 Interest on Delayed Payments

7. Settlement of Disputes

7.1 Amicable Settlement
7.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the day of the month of _____, 2024, between, on the one hand (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Bidder").

[*Note: If the Bidder consist of more than one entity, the above should be partially amended to read as follows:
". (hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Bidder' obligations under this Contract, namely,__and_____(hereinafter called the "Bidder.")"]

WHEREAS

(a) the Client has requested the Bidder to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Bidder, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-Contractor
Appendix D: Services and Facilities to be provided by the Client –Not provided
Appendix E: Breakdown of Contract Price
Appendix F: Form of Guarantee for Advance Payments
Appendix G: Financial Bid format

The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:

(a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Bidder in accordance with the provisions of the

Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.
FOR AND ON BEHALF OF
[NAME OF CLIENT]

By

(Authorized Representative) FOR AND ON BEHALF OF [NAME OF BIDDER]
By

(Authorized Representative)

[**Note**: If the Bidder consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE BIDDER
[Name of Member]

By

(Authorized Representative) [Name of Member]
By
(Authorized Representative)

II. General Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) ***"Applicable Law"*** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) ***"Bidder"*** means any individual entity/partners of the Company/ Director/ Partner of the Private Limited/LLP/members of the Joint Venture.

(c) ***"Contract"*** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) ***"Effective Date"*** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(e) ***"Contract Price"*** means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) ***"GC"*** means these General Conditions of Contract;

(g) ***"Government"*** means the Government of Karnataka;

(h) ***"Local currency"*** means Indian Rupees;

(i) ***"Member"***, in case the Bidders consist of a Joint Venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Bidders' rights and obligations towards the Client under this Contract.

(j) ***"Party"*** means the Client or the Bidders, as the case may be, and Parties means both of them;

(k) ***"Personnel"*** means persons hired by the Bidders or by any Sub4Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(l) ***"SC"*** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(m) ***"Services"*** means the work to be performed by the Bidders pursuant to this Contract as described in Appendix A; and

(n) ***"Sub-Contractor"*** means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(o) ***"Third party"*** means any person or entity other than the Government, the Client, the Bidders, or a Sub4Contractor.

(p) ***"Municipal Solid Waste or MSW"*** shall have the mean as given in MSW Rules 2000.

(q) ***"Goods"*** means Bidder's Equipment, Materials, Plant, or any of them as appropriate.

(r) ***"Bidder's Equipment"*** means all tools and apparatus such as pick axes, lanterns, batteries, safety lamps, silt drums, iron hooks, hand carts, shovels, cleaning tool attachments etc.; machinery such as vehicles and other things required for the execution and completion of the

Services and theremedying of any defects. But excludes Client's Equipment, Plant, Materials and any other things intended to form or forming part of the Facilities.

(s) ***"Project Facilities"*** means the infrastructure and non-infrastructure assets including Client's Equipment, land, forming part of the Integrated Solid Waste system and related storage, holding, diversion, disposal and treatment facilities, administrative buildings as set out in schedule P, which shall be updated in accordance with the contract from time to time to reflect any new infrastructure and non4infrastructure assets installed during the term of the contract.

(t) ***"Project Sites"*** means the location and land on which the project facilities are located

(u) ***"Residual Matter"*** means the material which is obtained as residual matter after the treatment and process of the MSW at the Project Facilities;

(v) ***"Services"*** has the meaning given in Schedule A.

(w) ***"Integrated Solid Waste Management Facility or IWMF"*** means the plant located at the each location have site, for treatment and processing of MSW and all related infrastructure forming the Project Facilities;

(x) ***"Sanitary Landfill Site or SLF"*** means the Landfill site to be operated and maintained by the Bidder in the IWMF for this Project in accordance with the terms and conditions of this Contract;

(y) ***"Composting Facility"*** means the composting pad, sieving machinery etc at site to be operated and maintained by the Bidder in the IWMF for this Project in accordance with the terms and conditions of this Contract;

(z) "Client" means designated Executive Engineer of BSWML on behalf of Commissioner BSWML

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the ***Applicable Law***.

1.3. Language

This Contract has been executed in ***English language***, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in ***Appendix A*** and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidders may be taken or ***executed by the officials specified in the SC.***

1.7. Taxes and Duties

The Bidders, Sub-contractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under ***the Applicable Law***, the amount of which is ***deemed to have been included in the Contract Price.***

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect ***on the date the Contract*** is signed by both Parties or such ***other later date as may be stated in the SC***

2.2 Commencement of Services

The Bidders shall begin carrying out the Services within ***thirty (30) days after the date the Contract becomes effectiv*e**, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier ***pursuant to Clause 2.7***, this Contract shall terminate ***at the end of such time period after the Effective Date as is specified in the SC***.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, ***may only be made by written agreement between the Parties.***

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an ***event which is beyond the reasonable control of a Party,*** and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to full4fill any of its obligations under the contract ***shall not be considered to be a breach of***, or default under this Contract insofar ***as such inability arises from an event of Force Majeure***, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and

conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, ***shall be extended for a period equal to the time*** during which such Party was ***unable to perform such action as a result of Force Majeure.***

2.5.4 Payments

During the period of their ***inability to perform the Services*** as a result of an event of Force Majeure, the Bidders ***shall be entitled to continue to be paid*** under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by ***written notice of suspension*** to the Bidders, ***suspend all payments to the Bidders*** hereunder if the ***Bidders fail to perform any of their obligations*** under this contract, including the carrying out of the Services, provided that such notice of suspension *(i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidders of such notice of suspension.*

2.7 Termination: Deleted

3. Obligations of the Bidders:

3.1 General

The Bidders shall perform ***the Services and carry out their obligations*** hereunder with ***all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.*** The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub4contractors or third parties.

3.2 Conflict of Interests

a. Bidders Not to Benefit from Commissions, Discounts, etc.

The ***remuneration*** of the Bidders pursuant to Clause 6 shall constitute the Bidders' ***sole remuneration in connection with this Contract or the Services,*** and the Bidders ***shall not***

accept *for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidders shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them, similarly shall not receive any such additional remuneration*.

b. Procurement Rules of Funding Agencies

If the Bidders, as part of the Services, have the responsibility of advising the Client ***on the procurement of goods, works or services, the Bidders shall comply with any applicable procurement guidelines of the funding agencies*** and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the Client.

c. Bidders and Affiliates Not to engage in certain Activities

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and their affiliates, as well as any Sub-Contractor and any of its affiliates, ***shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.***

d. Prohibition of Conflicting Activities

Neither the Bidders nor their Sub-Contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

b. After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Bidders, their Sub-Contractors, and the Personnel of either of them shall not, ***either during the term or within two (2) years after the expiration of this Contract***, ***disclose any proprietary or confidential information*** relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the Bidders

The Bidders (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Client, ***insurance against the risks, and for the coverage, as shall be specified in the SC***; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Bidders' Actions Requiring Client's Prior Approval

The Bidders shall obtain the Client's prior approval in writing before taking any of the following actions:

a. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Bidders shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Contract;

b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Contractors"), and

c. any other action that may be specified in the SC.

3.7 Reporting Obligations

The Bidders shall submit to the Client the ***reports and documents specified in Appendix B*** in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 Documents Prepared by the Bidders to Be the Property of the Client

All ***plans, drawings, specifications, designs, reports and other documents and software*** submitted by the Bidders in accordance with Clause 3.6 shall become and remain the property of the Client, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials ***made available to the Bidders by the Client or purchased by the Bidders with funds provided by the Client*** shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Bidders' Personnel and Sub- Contractors

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of ***the Bidders' Key Personnel***. The Key Personnel and Sub-Contractors listed by title as well as by name are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

a. The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidders' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidders by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Bidders, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name shall be approved by the Client. In respect of other Key Personnel which the Bidders propose to use in the carrying out of the Services, the Bidders shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or

vacation leave except as specified, and except as specified in such Appendix, the Bidders' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth. Any taking of leave by Personnel shall be subject to the prior approval by the Bidders who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

4.5.1 Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Key Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.

4.5.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.5.3 The Bidders shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

1. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Bidders and the Personnel and any Sub-Contractors employed by the Bidders for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Bidders, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Bidders and the Personnel, for the purposes of the services and free of any charge, the services, ***facilities and property described in Appendix D*** at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Bidders as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidders for the performance of the Services, (ii) the manner in which the Bidders shall procure any such services,

facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidders as a result thereof.

6. Payment to the Bidders:

6.1 Processing fee payment (To include opening an escrow account with the successful bidder)

The Bidder's ***total remuneration shall not exceed the Contract Price*** and shall be ***processing fee including all staff costs, Sub-Contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs*** incurred by the Bidder in carrying out the Services described in Appendix A. The scope of the work as per Section 5 shall be considered for calculating the processing fee by bidder.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the operational cost due for ***additional services as may be agreed under Clause 2.4***, ***a breakdown of the lump sum price is provided.***

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Bidders and ***according to the payment schedule As per Appendix: D.*** Unless otherwise stated in the SC, the first payment shall be made against the provision by the Bidders of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Bidders have submitted an invoice to the Client specifying the amount due.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their ***best efforts to settle amicably*** all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that ***cannot be settled amicably within thirty (30) days*** after receipt by one Party of the other Party's request for such amicable settlement may be submitted ***by either Party for settlement in accordance with the provisions specified in the SC.***

III. Special Conditions of Contract

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
1.1 (h)	**The Member in-charge is : DGM-2 / BSWML**
1.4.1	The addresses are:
(Notices)	***Client:***
	***Office of the* Managing Director / BSWML**
	……
	……
	……
	Bidder:
1.4.2*(Notices)*	Notice shall be deemed to be effective as follows: a) In the case of personal delivery or registered mail, on delivery; b) in the case of telexes/e-mail, 24 hours following confirm transmission; c) in the case of telegrams, 24 hours following confirmed transmits and d) in the case of facsimiles, 24 hours following confirmed transmission
1.6*(Authorized Representatives)*	The Authorized Representatives are: For the Client: ***DGM-2 (BSWML)*** For the Bidder: _____
1.7*(Taxes and Duties)*	NA
1.7.2	However, GST payable for this Services shall be paid separately (if applicable).
2.1 *(Effectiveness of contract)*	The date on which this Contract shall come into effect is: ***On the date of signing of agreement***
2.2 (Commencement of Contract)	The time period shall be ***30 days***
2.3 ***(Expiration of Contract)***	The contract period shall be reckoned from the date of signing of the agreement or from the date of releasing of the first installment

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	of the mobilization advance and the plant establish duration is 6 months the date of release of first installment of the mobilization advance and within 90 days the COD for the commercial operation of the total capacity of the LTP has to be obtained and 48 ***Months from the date of issue of COD.***
2.7.1 (Termination by the client)	Deleted
3.6 (c) ***(Bidder's Actions requiring Client's Prior Approval)***	The other actions are – ***Refer Appendix A***
3.8 ***(Documents Prepared by the Bidder to Be the Property of the Client)***	The Bidder shall not use these documents for purposes unrelated to Contract without the prior written approval of the Client
5.1 ***(Assistance and Exemptions)***	Nil
6.2 ***(Contract Price)***	The Contract Amount is ..... The increase in price shall be compensates with @ 5 % on YOY
6.4 ***(Terms and Conditions of Payment)***	Refer ***Appendix D***
6.5 ***(Interest on Delayed Payments)***	The interest rate is ***5%*** per annum
7.2 ***(Dispute Settlement-Reference to the Deputy Commissioner for Settlement)***	All disputes arising out of or in connection with this Contract, ***not set by amicable settlement,*** shall be finally referred to the ***Managing Director BSWML***. Upon such reference, the Commissioner shall meet not later than 15 (Fifteen) days of the date of such reference to

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	discuss and attempt amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 45 (Forty-five) days of such meeting, either Party may refer the dispute to the Court of law in accordance with the provisions of Clause 7.3.
7.3 (Governing Law and Jurisdiction)	All disputes arising out of or in connection with this ***Contract shall governed by the Indian laws for the time being in force, and amended from time to time and the Courts at Bengaluru,*** India s have jurisdiction over all matters arising out of or relating to Agreement.
Security Deposit	Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to 5% of the Annual contract Value A FDR OR bank guarantee in the form given in Appendix F; Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore
Environment	***1. Protection of the Environment:*** The Bidder shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of the Services. The Bidder shall ensure that air emissions and surface discharges shall not exceed values prescribed by Applicable Law and the Environment Management Plan. The Bidder will be required to respect all aspects of Environment Management Plan, and for ensuring compliance with Environment Management Plan by Sub-Contractors involved in work, in the course of implementing the Contract. ***2. Indemnification by the Bidder*** The Bidder shall indemnify and hold harmless the Client against any fines or penalties imposed under the Applicable Law in respect to environmental laws. ***3. Security*** The Bidder shall take all lawful steps to ensure that unauthorized persons are kept out of the Facilities.

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
Intellectual Property	1. The Bidder shall make available to and hereby licenses Client to use free of charge all Intellectual Property owned by Bidder which is required in connection with the performance of Bidder's obligations under this Contract (the "Bidders Intellectual Property"). This license is for the purposes of providing the Services but no other purpose. Such license shall terminate (2) years after the termination of this Contract but shall otherwise irrevocable, shall be royalty free, shall not be transferable and shall not carry the right to grant sub-licenses. Notwithstanding anything contained herein, any Intellectual Property that is created specific in connection with the Services by the Bidder during the Term of this Contract, shall be owned by the Client for whom the Services was carried out and the Bidder hereby assigns all its rights in s Intellectual Property, including all copyrights, patent and moral rights arising there from and related thereto, to the Client. The Bidder shall execute all necessary and appropriate documents and deed the Client may require in order to perfect the title of the Client to the Intellectual Property. 2. The Client shall, to the extent it is legally able to do so, grant Bidder during the term of this Contract a royalty free, in exclusive, irrevocable personal and non-transferable license to Intellectual Property which is owned by or licensed to the Client by third parties (the "Clients Intellectual Property") only to extent necessary to enable the Bidder to perform its obligati under this Contract. Such licenses shall not carry the right to g sub-licenses. 3. The Bidder shall indemnify the Client in full in respect to loss, damage and expense of whatever kind and nature arising out the use by the Client of the Bidder Intellectual Property accordance with its terms which infringes the rights of any party. 4. The Client shall indemnify the Bidder in full in respect to loss, damage and expense of whatever kind and nature arising out the use by the Bidder of any Clients Intellectual Property accordance with it terms which infringes the rights of any third party
Indemnities	1. The Bidder shall indemnify and hold harmless the Client, Client's Personnel, and their respective agents, against and f all claims, damages, losses and expenses (including legal fees expenses) in respect of: a. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	the execution completion of the Services, unless attributable to any negligee willful act or breach of the Contract by the Client, the Employ Personnel, or any of their respective agents, and b. damage to or loss of any property, real or personal, to the extent such damage or loss arises out of or in the course of or by reason the Bidder's performance or non4performance of the Services the remedying of any defects, unless and to the extent that any s damage or loss is attributable to any negligence, willful act or breach of the Contract by the Client, the Client's Personnel, the respective agents, or anyone directly or indirectly employed by an them. 2. The Client shall indemnify and hold harmless the Bidder, Bidder's Personnel, and their respective agents, against and from claims, damages, losses and expenses (including legal fees expenses) in respect of (1) bodily injury, sickness, disease or de which is attributable to any negligence, willful act or breach of Contract by the Client, the Client's Personnel, or any of the respective agents.

IV. Appendices

Appendix A: Description of the Services

The layout of the leachate treatment plant involves several stages, each dedicated to specific treatment tasks and the following is indicative processing scheme as below:

- Pre-Treatment Area: • Includes screening, grit removal, and settling tanks to remove large solids and coarse debris.
- Primary Treatment: • This includes coagulation, flocculation, and chemical precipitation stages to remove inorganic pollutants and heavy metals.
- Biological Treatment Area: • Consists of activated sludge tanks, trickling filters, or membrane bioreactors to break down organic material.
- Advanced Treatment Section: • Includes five stage reverse osmosis each stage treat the reject from subsequent stages.
- The output reject carry TDS above 80000, As per KPCB norms, direct discharge is not allowed. Therefore it requires an advanced evaporation technology to further reduce the TDS value.

Leachate, typically is generated from landfills, has a high concentration of organic and inorganic contaminants, including heavy metals, salts, and other hazardous substances. The effluent from the RO system still contains a high Total Dissolved Solids level, which necessitates further treatment through an evaporation process to reduce volume and recover clean water.

It may be essential to establish the primary objective of the 4-stage evaporator system is to treat the high TDS water (RO reject) from the leachate water treatment process, concentrating it into a manageable brine while recovering as much clean water as possible. However, bidders are free to choose their technology to meet the statutory norms before dispose the treated effluent.

The bidders are strictly advice that there shall not be any provision to retreat the treated leachate and such treated leachate should not be connected back to primary collection tank. If any such activity is noticed then it shall be treated as breach of contract and appropriate decision shall be taken by the authority for such breach of contract.

The existing test rest results are attached for the reference of the bidders

Appendix B: Reporting Requirements

No	Reports	No of Copies
1	Monthly Report	3 Copies + 1 editable Soft Copy
2	Quarterly Report	3 Copies + 1 editable Soft Copy
3	Annual report	3 Copies + 1 editable Soft Copy

In addition to the above the Bidder shall maintain a periodical reporting system to provide access and retrieval of Project Facilities operating data including all such information which is necessary to verify costs and expenses incurred and otherwise to confirm that the Bidder is in compliance with its obligations under the terms and conditions of this Contract;

The Bidder shall maintain a record for the entire Term of the following:

(i) status or progress report of the operation and maintenance of each of the Project Facilities;
(ii) report certifying that the quality and quantity of the leachate treated;
(iii) methods of disposal used for residual matter; and
(iv) Nature and scope of any ancillary activities being carried out in accordance with the terms and conditions of this Contract.
(v) Provide reports on accidents in respect of the Project Facilities, if any.

Any litigation or material claims, disputes or actions, threatened or filed, concerning the Project Facilities or the obligations to be performed by the Bidder under this Contract;

Appendix C: Key Performance Indicators

The performance of the bidder shall be monitored on monthly basis & the payment shall be released after reviewing the processing quantities parameters, deduction on account of penalties etc. at the discretion of the Client (BSWML).

A. Non-adherence to process the input quantity

S. No.	Description	Remarks
1.	If the processed quantity is 75% - 80% of the total input quantity at plant on monthly basis	100% of the payable amount of Schedule 2 shall be released
2.	If the processed quantity is 70% - 75% of the total input quantity at plant on monthly basis	95% of the payable amount of Schedule 2 shall be released
3.	If the processed quantity is 65% - 70% of the total input quantity at plant on monthly basis	90% of the payable amount of Schedule 2 shall be released
4.	If the processed quantity is 60% - 65% of the total input quantity at plant on monthly basis	80% of the payable amount of Schedule 2 shall be released
5.	If the processed quantity is 55% - 60% of the total input quantity at plant on monthly basis	70% of the payable amount of Schedule 2 shall be released
6.	If the processed quantity is below 50% of the total input quantity at plant on monthly basis	50% of the payable amount of Schedule 2 shall be released

NOTE:

In case of repeated event of non-processing of the input quantity falls below 50% during any given month, the bidder may be blacklisted based on the discretion of the Client.

B. Non-adherence to environment parameters for the processing of input quantity as per KSPCB norms vide Annexure-1

S. No.	Description	Remarks
1.	If the environment parameters of monthly monitoring are not complied	0.5% of the total payable amount

C. Non-adherence to disposal of rejects/inerts/leachate

The compliance of disposal of rejects/inerts/leachate shall be adhered as per Clause M (4) of Section 5: Terms of Reference. The penalties shall be levied accordingly as per the mentioned clause.

D. Non-adherence to maintenance of equipment's & machinery

The adherence to the maintenance schedule for the machinery and equipment shall be ensured. The penalty in case of breakdown beyond specified time frame shall be as per Clause M (2) of Section 5: Terms of Reference. The penalties shall be levied accordingly as per the mentioned clause.

Appendix D: Payment Schedule of Contract Price

The total accepted amount shall be released on monthly payment with following schedules:

A.	***Mobilization Advance***	
	The mobilization advance shall be paid @ 20% of the estimated amount put to tender and same shall be released against the bank guarantee and after submission of the Design & technology duly after submission of indemnity bond for the design & technology. The mobilization advance shall be paid if written request from the contractor is received. The mobilization advance shall be interest free. The BG submitted for the mobilization advance shall be verified with the issued bank before release of mobilization advance.	
	Till 3 (three) months from commencement of services during the process of obtaining COD	
	Accepted rate per Ltr multiplied with the inflow quantity recorded through software.	100% of the total certified amount.
B.	***After 3 (Three) months from commencement of services or after obtaining the COD.***	
Schedule No	***Target***	***Payment Schedule***
Schedule 1	Accepted rate per Ltr multiplied with the inflow quantity recorded through software during the billing period on monthly basis.	40% of the total amount
Schedule 2	Balance accepted rate per Ltr multiplied with the inflow quantity recorded through software during the billing period on monthly basis after reviewing the processed quantity parameters and after reviewing the KPIs. There shall be deduction towards share of mobilization advance @5% of the total amount due for payment for the total amount of monthly billing from the certified bill amount in this schedule-2	60% of the total amount

Note:

1. The payment shall be released by the Client to the bidder, every [month] the amount required by the bidder to operate and maintain the plant. The bidder shall submit an Invoice to the Client for each [month] on or before the 7th (seventh) day of the [month]

2. The payment shall be made for every Litre of processing quantity at the plant for the input quantity. The payment for the first [month] will be calculated on the basis of the accepted processing fee multiplied to the total inward input quantity during the billing period.

3. Any Invoice raised by the bidder for Payments shall be accompanied with a copy of the: (A) KPI adherence report for [the month] (B) copy of the bill(s); and (C) daily inward quantity measuring output from the inward pump at the main collection tanks through electronic mechanics. The output quantity sheets of the electronic mechanism installed at the onward pump at the leachate Processing Plant.

If the Invoice is not accompanied with the supporting documents specified at (A), (B) and (C) above, the Client shall not be required to process such Invoice.

4. Within 10 (ten) days of receipt of an Invoice from the bidder, the Client shall verify and certify the amounts due and payable to the bidder,

5. The GST is excluding the payment & the same shall be released to the Client (if applicable)

Appendix E: Form of Advance Payments: Mobilization Advance towards establishment of infrastructure and to procure the plant and machinery.

Appendix F: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT/ Mobilization Advance

To:

Whereas *[name and address of the successful bidder]* (hereinafter called the "**Successful** Bidder") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called the "**Contract**");

And whereas it has been stipulated by you in the said Contract that the Successful Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Successful Bidder such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Bidder, up to a total of *[amount of Guarantee] [amount in words]*, , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification. This Guarantee shall be valid until a date 90 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor
Name of Bank:
Address:
Date:

Appendix G: INDEMNITY BOND

This indemnity executed on **02nd day of ----------**in favour of **M/s BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)** having their office at 1st & 2nd Floor, UNI Building, Thimmaiah road, Vasanth Nagar, Bengaluru 560052, hereafter referred in this indemnity bond as **Client/BSWML/Indemnified** which expression unless excluded by or repugnant to the context shall mean and include its successors, assigns of the one part;

By **----------** and hereafter referred in this indemnity bond as "executor/indemnifier" at which expression unless excluded by or repugnant to the context shall mean and include his/their/its heirs, representatives, administrators, assigns of the OTHER PART.

WHEREAS M/s "Client/BSWML/Indemnified" entrusted the "project" ----------to "executor/indemnifier vide Work Order No. ---------- to execute ----------herein after called "project";

Whereas the executor agreed for the terms and conditions of the contract of the project and developed the design to establish the project as per the contract conditions.

WHEREAS the "executor" submitted the design and drawing to execute the project and hereby indemnify the client/BSWML/Indemnified from all the acts deeds and safeguard the protection of the project due to any lapse in the design and drawings which may have direct effect on the project and hence indemnify the client as follows:

WHEREAS it is hereby certified that the design and drawings for the project followed technology indicated in the contract of the project satisfy the industry norms and follow the production process as per the contract entered between both parties and particulars given therein by executor are factually correct to the best of his knowledge and belief.

WHEREAS it hereby further certified that the design, and further preparation of structural drawings and Details included not only the safety with respect to the service loads but also from the natural Hazards and the structural design shall follow the provisions prescribed in the latest Version of National Building Code/ Indian Standards and codes.

WHEREAS it is further certified that the design and technology is at par with bidders… design solemnly responsible under lies on us and shall in case of in any of such cases (Technology/building plan Sanction/ regularization / completion certificate and etc.;) the sole responsibility shall lie on executor and be kept BSWML indemnified and harmless at risk and cost of the executor in any dispute/legal proceeding arising there from dues lapse on design and or drawings.

WHEREAS it is further certified that to execute the project as per the design and drawings submitted by bidder and construction ensure at site as per the good for construction drawings shall include all provisions of the National Building Code/ Indian Standards/ codes have been adhered to design & drawings.

WHEREAS Executor hereby undertake to indemnity the BSWML and its authorized representatives and to keep harmless for any loss, damage, dispute, financial loss etc. due to lapses in design and drawings submitted for the technology to be established at project site.

Executors

Witnesses
1.

2.

3.

Appendix G: Financial Bid format

BILL OF QUANTITIES

SL No	ITEM OF WORK	Unit	Quantity	Rate (in Rs.) Excluding GST
1	Treatment and Disposal of Legacy Leachate Accumulated in 6 Leachate ponds in Mittaganahalli and Kannuru landfill area by deploying necessary equipments, machinery and Infrastructure so as to treat minimum of 287,81,30,000 liters of legacy leachate. The work includes treatment of legacy leachate to meet the disposal standards of leachate as per SWM Rules 2016. The Cost Shall include Capex and Opex Cost till the Leachate is treated and disposed off by meeting all the standards complete as per Engineer in Charge directions. The rate quoted shall be exclusive of GST.	Per Liter	287,81,30,000	1.65

Note:

(a) Unit rates and Prices shall be quoted by the tender in Indian Rupees.

(b) Where there is a discrepancy between the rate in figures and words, the lower of the two will given. (ITT Clause 24.1(a))

(c) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall given (ITT Clause 24.1(b))

(d) GST shall be paid separately if applicable.